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Type of Instrument: JUDGMENT OF FORECLOS

Recorded: 1/7/2019

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Index Number: 16 617321 Sequence Number: 69

Plaintiff(s) :

DEUTSCHE BANK NATIONAL TRUST COMPANY, AS INDENTURE TRUSTEE, FOR NEW CE
NTURY HOME EQUITY LOAN TRU .

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Defendant(s) :

LEMUS, EUGENIA

Attorney(s) :

TAX_MAP_NO:

Liber Page(s):
M00021325-699

ADDITIONAL INFORMATION EXISTS PLEASE SEE DOCUMENT
THIS PAGE IS A PART OF THE INSTRUMENT
THIS IS NOT A BILL

Judith A. Pascale
County Clerk, Suffolk County

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21325

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At Part 37 of the Supreme Court of the State of New York, held in and for the County of SUFFOLK, at the Courthouse, at 1 Court Street, Riverhead, New York 11901 on the 13th day of DECEMBER, 2018

HON. JOSEPH C. PASTORESSA
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PRESENT: HON. JOSEPEH C. PASTORESSA

Justice of the Supreme Court

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DEUTSCHE BANK NATIONAL TRUST COMPANY, AS INDENTURE TRUSTEE, FOR NEW CENTURY HOME EQUITY LOAN TRUST 2006-2,

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Plaintiff,

-against-

EUGENIA LEMUS; ASSET ACCEPTANCE LLC; TARGET NATIONAL BANK; DISCOVER BANK; WFNNB EXPRESS ASSET ACCEPTANCE LLC; SOUTHSIDE HOSPITAL; CAPITAL ONE BANK USA, N.A.; GE MONEY BANK; MIDLAND FUNDING LLC, DOING BUSINESS IN NY AS MIDLAND FUNDING OF DELAWARE LLC; STATE OF NEW YORK; STEPHANIE RIVAS,

Defendants.

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JUDGMENT OF FORECLOSURE AND SALE

Index No.: 617321/2016

Foreclosure of:
198 Commercial Boulevard
Brentwood, New York 11717

District: 500
Section: 52
Block: 2
Lot: 86

ENTERED: JAN 07 2019
AT: 4:13pm

No Directive

On the Summons, and Verified Complaint duly filed in this action on OCTOBER 28, 2016, the Notice of Motion dated JANUARY 10, 2018, the Affirmation of JEFFREY A. KOSTERICH, Esq. counsel for the plaintiff, dated JANUARY 10, 2018, the TESTIMONY BEFOREE REFEREE by ELIZABETH A. OSTERMANN, VICE PRESIDENT, for CARRINGTON MORTGAGE SERVICES, LLC, servicer and attorney-in-fact for Plaintiff, DEUTSCHE BANK NATIONAL TRUST COMPANY, AS INDENTURE TRUSTEE, FOR NEW CENTURY HOME EQUITY LOAN TRUST 2006-2, sworn to on DECEMBER 5, 2017, together with the exhibits annexed thereto, all in support of Plaintiff's motion for a Judgment of Foreclosure and Sale; and

UPON proof that each of the defendants herein has been duly served with the Summons and Complaint in this action, and has not served any answer to the Complaint or

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otherwise appeared, nor had their time to do so extended; and it appearing that more than the legally required number of days has elapsed since defendants EUGENIA LEMUS; ASSET ACCEPTANCE LLC; TARGET NATIONAL BANK; DISCOVER BANK; WFNNB EXPRESS

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ASSET ACCEPTANCE LLC; SOUTHSIDE HOSPITAL; CAPITAL ONE BANK USA, N.A.; GE MONEY BANK; MIDLAND FUNDING LLC, DOING BUSINESS IN NY AS MIDLAND

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FUNDING OF DELAWARE LLC; STATE OF NEW YORK; STEPHANIE RIVAS were so served and/or appeared; and Plaintiff having established to the court's satisfaction that a

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judgment against defendants is warranted; and

UPON the affidavit of mailing reflecting compliance with CPLR 3215(g)(3)(iii); and

UPON proof that the non-appearing defendants are not absent, in accordance with RPAPL §1321 (2); and

A Referee having been appointed to compute the amount due to Plaintiff upon the bond/note and mortgage set forth in the Complaint and to examine whether the mortgaged property can be sold in parcels; and

UPON, on reading and filing the report of JOSEPH W. RYAN, ESQ. the Referee named in said order granting summary judgment, appointment of referee to compute, and amendment of the case caption, by which Report, dated DECEMBER 26, 2017 attached hereto, it appears that the sum of $481,061.30 was due as of NOVEMBER 8, 2017, and that the mortgaged premises should be sold in one parcel,

UPON proof of due notice of this motion upon all parties entitled to receive same, and upon all the prior proceedings and papers filed herein;

NOW, on motion of JEFFREY A. KOSTERICH, ESQ., attorney for the plaintiff, it is

ORDERED, ADJUDGED AND DECREED, that the motion is granted; and it is further

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ORDERED, ADJUDGED AND DECREED, that the Report of JOSEPH W. RYAN, ESQ. dated DECEMBER 26, 2017 be, and the same is hereby to the extent provided for herein ratified and confirmed; and it is further

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ORDERED, ADJUDGED AND DECREED, that the mortgaged property described in the Complaint and as hereafter described, or such part thereof as may be sufficient to discharge the mortgage debt, the expenses of the sale, and the costs of this action as provided by the RPAPL be sold, within 90 days of the date of this Judgment, in one parcel, at a public auction at the ISLIP TOWN HALL 655 MAIN STREET ISLIP, NY 11751 in the County of SUFFOLK, State of New York, by and under the direction of JOSEPH W. RYAN, ESQ., who is hereby appointed Referee for that purpose; and that the Referee give public notice of the time and place of such sale accordance with RPAPL §231 in Islip Bulletin a newspaper servicing the county of SUFFOLK wherein the subject premises are located; and it is further

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ORDERED, ADJUDGED AND DECREED, that by accepting this appointment, the Referee certifies that he/she is in compliance with Part 36 of the Rules of the Chief Judge (22 NYCRR Part 36), including, but not limited to §36.2 (c) ("Disqualifications from appointment") and §36.2 (d) ("Limitations on appointments based upon compensation"); and, if the Referee is disqualified from receiving an appointment pursuant to the provisions of that Rule, the Referee shall immediately notify the Appointing Judge; and it is further

ORDERED, ADJUDGED AND DECREED, that the Referee is prohibited from accepting or retaining any funds for him/herself or paying funds to him/herself without

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compliance with Part 36 of the Rules of the Chief Administrative Judge; and it is further

ORDERED, ADJUDGED AND DECREED, that the Referee shall conduct the

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foreclosure sale only if Plaintiff, its successors and/or assignees, or its representative is present at the sale or the Referee has received a written bid and Terms of Sale from Plaintiff, its successors and/or assignees, or its representative; and it is further

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ORDERED, ADJUDGED AND DECREED, that if the Referee does not conduct the

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sale within 90 days of the date of the judgment, in accordance with CPLR 2004, the time fixed by RPAPL §1351(1) is extended for the Referee to conduct the sale as soon as reasonably practicable; and it is further

ORDERED, ADJUDGED AND DECREED, that at the time of sale the Referee shall accept a written bid from the Plaintiff or the Plaintiffs attorney, just as though Plaintiff were physically present to submit said bid; and it is further

ORDERED, ADJUDGED AND DECREED, that the Referee shall accept the highest bid offered by a bidder who shall be identified upon the court record, and shall require that the successful bidder immediately execute Terms of Sale for the purchase of the property, and pay to the Referee, in cash or certified or bank check, ten percent (10%) of the sum bid, unless the successful bidder is Plaintiff in which case no deposit against the purchase price shall be required; and it is further

ORDERED, ADJUDGED AND DECREED, that, in the event the first successful bidder fails to execute the Terms of Sale immediately following the bidding upon the subject property or fails to immediately pay the ten percent (10%) deposit as required, the property shall immediately and on the same day be reoffered at auction; and it is further

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ORDERED, ADJUDGED AND DECREED, that the Referee shall then deposit the down payment and proceeds of sale, as necessary, in Sibley in his/her own name as Referee, in accordance with CPLR 2609; and it is further

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ORDERED, ADJUDGED AND DECREED, that after the property is sold, the Referee shall execute a deed to the purchaser, in accordance with RPAPL §1353 and the terms of sale, which shall be deemed a binding contract; and it is further

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ORDERED, ADJUDGED AND DECREED, that, in the event a party other than the Plaintiff becomes the purchaser at the sale, the closing of title shall be held no later than 30 days after the date of such sale unless otherwise stipulated by all parties to the sale; and it is further

ORDERED, ADJUDGED AND DECREED, that, if Plaintiff (or its affiliate, as defined in paragraph (a) of subdivision 1 of section six-I of the Banking Law) is the purchaser, such party shall place the property back on the market for sale or other occupancy: (a) within 180 days of the execution of the deed of sale, or (b) within 90 days of completion of construction, renovation, or rehabilitation of the property, provided that such construction, renovation, or rehabilitation proceeded diligently to completion, whichever comes first, provided however, that a court of competent jurisdiction may grant an extension for good cause; and it is further

ORDERED, ADJUDGED AND DECREED, that the Referee, on receiving the proceeds of such sale, shall forthwith pay therefrom, in accordance with their priority according to law, all taxes, assessments, sewer rents, or water rates, which are, or may become, liens on the property at the time of sale, with such interest or penalties which may have lawfully accrued thereon to the date of payment; and it is further

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ORDERED, ADJUDGED AND DECREED, that the Referee then deposit the balance of said proceeds of sale in her/his own name as Referee in Citibank and shall thereafter make the following payments in accordance with RPAPL §1354, as follows:

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FIRST: The Referee's statutory fees for conducting the sale, in accordance with CPLR 8003(b), not to exceed $500.00 unless the property sells for $50,000.00 or more;

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In the event a sale was cancelled or postponed, Plaintiff shall compensate the Referee in the sum of $250.00 for each adjournment or cancellation, unless the Referee caused the delay;

SECOND: All taxes, assessments, and water rates that are liens upon the property and monies necessary to redeem the property from any sales for unpaid taxes, assessments, or water rates that have not become absolute, and any other amounts due in accordance with RPAPL §1354(2). Purchaser shall be responsible for interest and penalties due on any real property taxes accruing after the sale. The Referee shall not be responsible for the payment of penalties or fees pursuant to this appointment. The Purchaser shall hold the Referee harmless from any such penalties or fees assessed;

THIRD: The expenses of the sale and the advertising expenses as shown on the bills presented and certified by said Referee to be correct, duplicate copies of which shall be annexed to the report of sale;

FOURTH: The Referee shall then pay to the Plaintiff or its attorney the following:

Amount Due per Referee's Report: $481,061.30 with interest at the note rate from